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**Pacific Coast Intermodal Port (PCIP)
Coos Bay Rail Line (CBRL) Upgrade Planning Project
Addendum No. 4**

Date Issued: October 21, 2026

This Addendum No. 4 is issued under §2.2 (Addenda) of the above-referenced RFP to answer Proposer Questions / Requests for Change and/or to modify the RFP. Terms used have the meanings in OAR 137-046-0110. This Addendum is incorporated into the RFP as though fully set forth therein. Except as expressly modified below, all terms and conditions of the RFP remain in full force and effect. Per §2.2, only officially issued written Addenda are binding on the Port and Proposer; the Port is not responsible for sending Addenda, and Proposers are responsible for monitoring and downloading from the posting site above.

Acknowledgment: Each Proposer must acknowledge receipt of this and all Addenda on the *Acknowledgment of Addenda* form submitted with its Proposal, consistent with the certifications in Attachment A – Proposal Cover Sheet, Part II.

**RESPONSES TO PROPOSER QUESTIONS / CLARIFICATIONS / RFI
Comment No. 1**

Comment: Clarification: Eligibility of sub-consultants to the NEPA Lead Services consultant (RFP 2026-02NEPA).

Response: Addendum No. 2, Comment No. 6, stated that eligibility of the NEPA Lead Services consultant, its sub-consultants, and their Affiliates would be determined case by case under Section 5.2 and that such firms should request a preliminary determination. The Port and NorthPoint have adopted the following standard for those determinations. A sub-consultant to the NEPA Lead Services consultant is eligible to propose, as a prime or sub-consultant, for any discipline under this RFP provided that:

(a) the firm did not advise on, prepare, or assist in developing the specifications, scope or statement of work, evaluation criteria, or other solicitation documents for this RFP (Section 5.2); (b) the firm's work under the NEPA Lead Services contract does not include independent evaluation of, or preparation of EIS findings concerning, the component or discipline for which it proposes; (c) the firm discloses its NEPA Lead Services role in its Subsection 3.2.6 response and on Attachment F; and (d) if awarded, the firm and the NEPA Lead Services consultant implement a written conflict-management plan, acceptable to the Port, NorthPoint, and the U.S. Army Corps of Engineers, separating the firm's design or study staff from its NEPA Lead Services staff for the duration of both engagements. The Port and NorthPoint reserve the right to require modification of the firm's NEPA Lead Services scope, or to decline award, if the Corps determines the arrangement would compromise its independent evaluation of the EIS.

Comment No. 2

Comment: Please find the attached contract exception document for your consideration: MSA (NPD) Template PCIP 081726 FINAL mm1

Response: NorthPoint and the Port have reviewed all Requests for Change to the Sample Contracts received by the October 14, 2026 deadline, including those submitted under Comment Nos. 5, 8, 9, 12 and 14 of this Addendum and the corresponding comments in Addendum No. 4 to RFP 2026-01TERM. These requests addressed, among other provisions, limitation of liability, indemnity and the duty to defend, mutual waiver of consequential damages, standard of care and warranties, ownership and reuse of Work Product, Port reliance and third-party reliance, time of the essence, termination and cure, schedule adjustment and Additional Services notice, payment withholding and lien waivers, insurance notice, endorsements, and policy copies, waiver of subrogation, additional insureds, dispute resolution, and proposed new provisions on individual liability and quantity growth.

All requested changes are declined. The Sample Contracts (Master Services Agreement, Task Order, Exhibit A – Insurance Requirements, Designer Agreement, and AIA B101-2017) remain as posted with the RFP and are not modified by this Addendum. Per Section 1.7, no term or condition of the Sample Contracts will be negotiated after the solicitation protest deadline except the Statement of Work and pricing, and by submitting a Proposal the Proposer agrees to be bound by the Sample Contracts as posted. Any Proposal that is received conditioned on

NorthPoint's or the Port's acceptance of other terms and conditions, or of a right to negotiate them, will be rejected.

Comment No. 3

Comment: Please find the attached contract exception document for your consideration: Designer Agreement TEMPLATE PCIP 081726 FINAL. mm1
Request for Change: proposed revisions to the Sample MSA (tracked-changes document).

Response: See Comment No. 2. All proposed revisions to the Designer Agreement are declined; the Sample Contract stands as posted.

Comment No. 4

Comment: Please find the attached contract exception document for your consideration: MSA - Exhibit A - Insurance Requirements PCIP 081926 FINAL mm1

Response: See Comment No. 2. All proposed revisions to the MSA Exhibit A - Insurance Requirements are declined; the Sample Contract stands as posted.

Comment No. 5

Comment: Please find the attached contract exception document for your consideration: B101-2017 Standard Form Agreement Between Owner _ Architect PCIP ONLY - mm1

Response: See Comment No. 2. All proposed revisions to the B101-2017 Standard Form Agreement Between Owner _ Architect are declined; the Sample Contract stands as posted.

Comment No. 6

Comment: RFP 2026-03CBRL, PCIP Coos Bay Rail Line Upgrade Planning Project. Disciplines 1.1 Survey, 1.4 Civil Engineering, 1.5 Tunnel Engineering, 1.6 Structural Engineering. The exhibit on page 32 states that a tunnel clearance study is required for all nine tunnels to obtain Plate H clearance with consideration for Plate K. Related scope appears in several disciplines: "3D surveys (tunnels)" and "Hi-rail" in 1.1; "vertical clearances" in 1.4; "vertical clearances" and "track geometry" in 1.5; and "clearances" in 1.6. Which discipline is responsible for the existing-conditions 3D survey of the nine tunnels and the Plate H / Plate K clearance analysis? Is the intent that the tunnel survey data be collected once under Discipline 1.1 and furnished to Disciplines 1.4, 1.5 and 1.6 under Attachment B's requirement that

deliverables be usable by other disciplines, or should each discipline plan to collect its own? Please clarify the intended meaning of “Hi-rail” in Discipline 1.1. Does the Port expect rail-borne mobile LiDAR of the full corridor, and if so to what accuracy or control standard? Please confirm that the tunnel survey and clearance analysis may be performed by a specialty sub-consultant listed on Attachment D, and that such a sub-consultant need not hold the PE or PLS registration required of the Proposer under Section 2.3.

Response: (1) The existing-conditions 3D survey of the nine tunnels is a Discipline 1.1 Survey deliverable, collected once and furnished to Disciplines 1.4, 1.5, and 1.6 in a form usable by those disciplines, as required by Attachment B. Disciplines 1.4, 1.5, and 1.6 should not plan to collect their own tunnel survey data.

(2) The Plate H / Plate K clearance analysis is a Discipline 1.5 Tunnel Engineering deliverable, using track geometry and vertical-clearance inputs from Discipline 1.4 and structural clearance inputs from Discipline 1.6 for structures within or adjacent to the tunnels.

(3) “Hi-rail” in Discipline 1.1 means survey performed from rail-bound (hi-rail) vehicles along the CBRL corridor. The Port anticipates rail-borne mobile LiDAR of the full corridor between the North Spit and the Eugene interchange; accuracy and control standards will be established in the negotiated Statement of Work. Proposers should describe in their Project Strategy the methodology, control network, and accuracies they propose for corridor and tunnel survey sufficient to support clearance analysis and track design.

(4) Yes. The tunnel survey and clearance analysis may be performed by a specialty sub-consultant disclosed on Attachment D. The Section 2.3 registration requirements apply to the Proposer’s personnel in responsible charge of the discipline; a sub-consultant need not separately hold the registration listed on the Proposal Cover Sheet, provided survey work is performed under the responsible charge of an Oregon-registered PLS and engineering work under the responsible charge of an Oregon-registered PE as required by Oregon law.

Comment No. 7

Comment: Insurance Exhibit A, section A.4 — Request for Clarification. The project is located in Oregon. Please confirm that the New York-specific ACORD 855 requirement does not apply.

Response: Confirmed. The ACORD 855 addendum referenced in Exhibit A, Section A.4 is a New York-specific form and is not applicable to this Project; the Consultant's certificate of insurance should so indicate. The Sample Contracts are not modified.

Comment No. 8

Comment: Insurance Exhibit A, opening paragraph — Request for Change. For confidentiality reasons, please replace the requirement to provide copies of full insurance policies upon request with: "Contractor shall provide certificates of insurance and applicable endorsements evidencing the required coverage." Please make the corresponding change to Designer Agreement section 2.5.8, where applicable.

Response: Declined. The opening paragraph of Exhibit A and Designer Agreement Section 2.5.8 are unchanged; certificates and endorsements are required with the Proposal submittals under Section 4.2, and copies of policies may be requested by NorthPoint or the Port. Per Section 1.7, the Sample Contracts stand as posted; see Comment No. 2.

Comment No. 9

Comment: Insurance Exhibit A, section G, final sentence — Request for Change. Please delete "or material change," retaining the requirement for 30-day notice of cancellation. Where the Designer Agreement applies, please also revise section 2.5.7 to remove the requirements for advance notice of nonrenewal and material modification, so the notice provisions are consistent.

Response: Declined. Exhibit A, Section G and Designer Agreement Section 2.5.7 are unchanged. Per Section 1.7, the Sample Contracts stand as posted; see Comment No. 2.

Comment No. 10

Comment: Designer Agreement Section 13.2.1. Please confirm that AIA B101-2017 is not incorporated into the Designer Agreement for any engineering discipline under this RFP, and that the Designer Agreement and its Exhibits A-D constitute the complete contract terms.

Response: Confirmed. AIA B101-2017 applies only to Discipline 1.5 Architectural under RFP 2026-01TERM and is not incorporated into the Designer Agreement for any engineering discipline under this RFP. For engineering disciplines, the Designer Agreement and its Exhibits, together

with the grant flow-down exhibit described in Attachment C, constitute the complete contract terms. The Sample Contracts are not modified.

Comment No. 11

Comment: 4. Designer Agreement Section 12.1 and Article 3. The RFP limits the Services to the 60% design package and states that no construction services are procured. Please confirm that Basic Services and the "complete design" obligation in Section 12.1 are limited to the services and deliverables defined in Exhibit A and the negotiated Statement of Work. Please also confirm that Construction Documents, Procurement, and Construction Phase Services under Sections 3.4 through 3.6 are not included unless expressly required in Exhibit A.

Response: Confirmed. Basic Services under the Designer Agreement are the services and deliverables defined in Exhibit A and the negotiated Statement of Work, which for this RFP end at the 60% design package and related deliverables (Section 1.3 and Attachment B). Section 12.1 is read in that context. Construction Documents, Procurement, and Construction Phase Services under Sections 3.4 through 3.6 are not included unless expressly required in Exhibit A. The Sample Contracts are not modified.

Comment No. 12

Comment: Designer Agreement Section 8.1.3. Section 8.1.3 waives consequential damages "except to the extent covered by insurance," while Section 2.6.1 waives them without exception. Requested change: delete "Except to the extent covered by insurance," from Section 8.1.3, or confirm that Section 2.6.1 controls.

Response: Section 8.1.3, as the specific provision governing consequential damages, controls, and the waiver in Section 2.6.1 is read consistently with it. The request to delete "except to the extent covered by insurance" from Section 8.1.3 is declined. The Sample Contracts are not modified; see Comment No. 2.

Comment No. 13

Comment: MSA Sections 8, 9, 13, and 14. Please confirm that any claim by the Port, whether as third-party beneficiary or as assignee, is subject to Section 9 (Limitation of Liability), Section 13 (Mutual Waiver of Consequential Damages), and Section 14 (Dispute Resolution), and that the Section 9 limit is a single aggregate limit applying to all claims by the Client and the Port combined.

Response: Confirmed. Any claim by the Port, whether as third-party beneficiary under Section 8 or as assignee, is subject to Section 9 (Limitation of Liability), Section 13 (Mutual Waiver of Consequential Damages), and Section 14 (Dispute Resolution) to the same extent as a claim by Client, and the Section 9 limit is a single aggregate limit applicable to all claims by Client and the Port combined. The Sample Contracts are not modified.

Comment No. 14

Comment: MSA Section 4. Requested change: add "Consultant shall not be responsible for delays caused by factors beyond its reasonable control, including delays by the Client, the Port, other consultants, or governmental or railroad reviewing authorities, and the schedule shall be equitably adjusted for such delays."

Response: Declined. Section 4 of the Sample MSA is unchanged. The Change Orders section of the MSA governs adjustments where project conditions change materially from those described at proposal. Per Section 1.7, the Sample Contracts stand as posted; see Comment No. 2.

Comment No. 15

Comment: The recent addenda have provided valuable clarification regarding scope responsibilities, coordination requirements, permitting expectations, proposal formatting, required forms, and submission requirements. To allow proposers sufficient time to thoughtfully incorporate these updates, finalize teaming arrangements, and prepare the highest-quality responses, would the Port consider a modest extension to the current proposal due date of October 28, 2026? We believe a short extension would benefit both the Port and proposers by ensuring fully responsive and comprehensive submissions.

Response: No. The Proposal Closing of 4:00 PM Pacific Time, Wednesday, October 28, 2026, is unchanged.

Comment No. 16

Comment: Please accept the last of our attached questions. (10-14 Questions for CBRL.xlsx)

Response: The first thirteen questions submitted by the spreadsheet are contract related questions. Items (a) through (m) are Requests for Change or clarification of the Sample Contracts and are addressed as follows:

(a) B101 §2.6: Declined. The indemnity as written is limited to the extent the claim is caused by the Architect's negligence, consistent with ORS 30.140.

(b) B101 §3.1.2 and (j) Designer Agreement §3.1.2: No change. See Addendum No. 2, Comment No. 2; coordination obligations do not make a Consultant responsible for the work of other consultants.

(c) B101 Article 7: Declined; no change.

(d) B101 §10.8 and (l) Designer Agreement §10.8: Declined; no change.

(e) B101 limitation of liability: Declined; no change.

(f) MSA §6 lien waivers: No change. Lien waivers required under the MSA are furnished with each payment application and are limited to the amounts paid.

(g) MSA §10: Declined; no change.

(h) MSA §13: No change required; §13 reads "except to the extent covered by insurance."

(i) Mediation before arbitration: Declined; see Addendum No. 3, Comment No. 9.

(k) Designer Agreement §8.1.3: Declined; no change.

(m) Exhibit A notice of material change: Declined; see Comment No. 10. Per Section 1.7, the Sample Contracts stand as posted; see Comment No. 15.

Comment No. 17

Comment: On page 32 of the RFP under the Geographic Scope of the project, the map illustrates a "Maintenance Facility at Gardiner" as a "PCIP Project Location Point." What is the Port's plan for this location and what discipline will that work be accomplished under, if contained in this project?

Response: The Port has discussed a maintenance facility at Gardiner but that has been removed from the scope of work.

Comment No. 18

Comment: On page 33 of the RFP under the Geographic Scope of the project, the map illustrates two locations in yellow (connecting the end of the existing track and the proposed start of the terminal project plus a connection track at the mainline). Are those improvements part of Discipline 1.4? Does 1.4 also cover the engineering associated with the PDIP grant as well?

Response: The yellow lines on the exhibit are new track lines and are included in Discipline 1.4. Discipline 1.4 covers the engineering associated with the PDIP grant. The PDIP grant is for the construction portion of the project.

END OF ADDENDUM NO. 4